

GRANT DEED

RECORDING REQUESTED BY

WHEN RECORDED, MAIL TO:
Knox Partners, LLC, a Delaware limited liability company
C/O RREEF Amercia L L C., a limited liability company
101 California Street, 26th Floor
San Francisco, CA 94111
Attention Dwight Merriman

MAIL TAX STATEMENTS TO ADDRESS ABOVE

(Space above for Recorder's Use Only)

Parcel No _____

CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

[Statement Of Tax Due and Request that Stamps not be Made Part of the Permanent Record to
be filed separate from the Grant Deed.]

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
BOEING REALTY CORPORATION, a California corporation ("Grantor"), hereby GRANTS to
KNOX PARTNERS, LLC, a Delaware limited liability company ("Grantee"), the real property in
the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lots 1 through 6, and 9 through 12, inclusive, of Tract Map 52172, as filed in
Book 1262, Pages 59-62, inclusive of Maps, in the Official Records of the County
of Los Angeles, State of California.

SUBJECT TO:

1. Current Taxes and Assessments
2. All other exceptions to title set forth in that certain title policy issued in
favor of Grantee as of the date of recordation of this deed.
3. All rights or interests discoverable by inquiry of parties in possession
and/or all rights or interests which would be disclosed by an inspection of the property conveyed
hereby.
4. Certain "Access Rights" hereby reserved in favor of Grantor and
certain other persons, as more fully defined and set forth in paragraph 9.5.1(a) of that certain
Agreement for Purchase and Sale of Real Property between Grantor and Grantee pursuant to
which this Deed is delivered. Reference is hereby made to said paragraph of said agreement for
further particulars.

By accepting this Deed, the Grantee hereunder (on behalf of itself, its successors
and assigns and all future owner(s) and/or lessee(s) of any interest(s) in the real property
conveyed hereby or any portion hereof) covenants and agrees that it shall not cause or permit at

BKC/RREEF/CLOSEDOX/DEED2
12/16/02

any time the total Floor Area Ratio (as said term is defined in the governmental conditions to map approval for Tract Map 52172 referenced above) as to any parcel(s) conveyed hereby (or future reconfigurations of same) to exceed (individually and/or in the aggregate) 0.519 (excluding mezzanine area within any building improvements) or 0.539 (including mezzanine area within building improvements). This covenant shall run with the real property conveyed hereby and be binding upon and specifically enforceable against any present or future owner(s) and/or lessee(s) of any interest(s) in the real property conveyed hereby or any portion hereof. The Grantor hereunder reserves the right to enforce this covenant and/or assign the rights to enforce the same to any person(s) or entity(ies) at any time(s) and from time to time

Grantor has reserved certain rights concerning the sale or lease of the real property conveyed hereby ("**Reserved Rights**") pursuant to the terms and conditions of Paragraph 14.23 of that certain Agreement for Purchase of Real Property and Joint Escrow Instructions between Grantor and Grantee pursuant to which this Grant Deed is delivered ("**Agreement**"). Reference is made to said Agreement for further particulars. Grantor's Reserved Rights shall automatically expire and terminate as a matter affecting the real property conveyed hereby on the date which is sixty (60) months after the date of recordation hereof

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date indicated

DATED December 19, 2002

BOEING REALTY CORPORATION

By



Its:

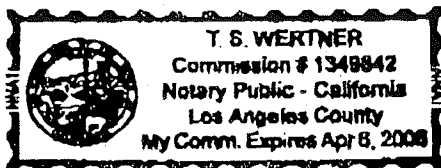
STEPHEN J. BARKER

DIRECTOR-BUSINESS OPERATIONS

State of California

County of Orange

On December 19, 2002 before me, T.S. Wertner, Notary Public, personally appeared Stephen J. Barker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

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